

To: Potential Food Service Vendor
Date: April 5, 2018
From: Accelerated Intermediate / Interdisciplinary Academy
Subject: School Year 2018-2019 Food Service Contract

Dear Potential Vendor,

We understand that your company provides products or services that fit our educational establishment's requirements, and would like to request a quotation on the following item(s) or service(s) for the upcoming 2018-2019 school year. We would appreciate your sales quotation of the listed item(s) or service(s) below before the end of the month for our acquisition consideration.

We would appreciate a prompt response from you before the mentioned deadline.

AIA

Service

Food Provider agrees to prepare and serve a cafeteria style hot and/or cold breakfast and lunch for participating school students on a prearranged basis with the student's parent/legal guardian. Food service provider acknowledges that approximately 200-300 students per day will receive a daily breakfast and/or lunch meals and agrees that it has the capacity to provide sufficient food services.

Description

Daily school site production sheets will be prepared for the school and sent daily with the meals. School site will sign for the delivery. School will call in any missing items immediately to vendor's Operations Manager. Food Provider should ensure the leftovers are properly recorded and discarded at the end of meal service. When administrative review is conducted at Accelerated Interdisciplinary/Intermediate Academy the Food Service Nutrition Director and Manager will be available to prepare for and to assist with the review and answer related questions.

NSLP Breakfast - \$_____ per meal ordered, plus any extra meals served. Includes NSLP beverage and also paper goods. **

NSLP Lunch - \$_____ per meal ordered, plus any extra meals served. Includes NSLP beverage and also paper goods. **

Optional Snack at \$ _____ each

Straight-Serve Meals, Pre-packed hot meals in hinged containers available for \$_____ more per meal. No payment shall be made for meals that are spoiled or unwholesome at time of service, do not meet the specifications developed by Accelerated Intermediate Academy, or do not otherwise meet the required agreement, if any entered into pursuant to the contract. No deduction shall be made unless Accelerated Intermediate Academy gives Food Service Provider written notification of the meal service for which the deduction is to be made, specifying the number of meals for which the school intends to deduct payment and setting forth the reason for the deduction.

- In the event of a breach of the agreement, if any, entered into pursuant this contract by either Accelerated Intermediate Academy or Food Service Provider, the non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have thirty (30) days within which to cure the default. If the default is not cured within that time, the non-breaching party shall have the right to then terminate this contract by giving the breaching party thirty (30) days written notice of its intention to terminate.

- The term of the contract must coincide with the school calendar for the 2018-2019 School Year.
- All invoices should be mailed via regular mail (No signatures required) by the 7th of the month in order to be paid on the 27th of the same month. If the invoice has a postmark date later than the 7th of the month, the invoice will be paid on the 27th of the next month. Invoices should be mailed to:

AIA

P.O. Box 190510 Dallas, Tx. 75219-0510

The Food Service Provider will serve the meals from School kitchen or food service area and agrees to clean this area at the end of each service day. Leftover food should be disposed of daily on campus for disposal.

Food Service Provider will maintain current City of Houston Health Department permit at the food preparation location as well as ensure at least one campus site employee will hold a valid food service manager's permit from ServSafe or City of Houston Health Department.

Contracting school will provide a classroom to serve meals from. Food Service Provider will provide and maintain food service equipment in this area as needed for food service, with the exception of special electrical or plumbing required.

Vendor shall be solely responsible for selecting, training, employing, supervising all personnel required to provide the daily lunch service per this agreement. School may approve hires, upon request.

Vendor shall also be solely responsible for the payment of the wages, payroll taxes, and worker's compensation insurance coverage for all personnel employed by Food Service Provider.

Vendor will perform a criminal background check through Fast Pass system of the State of Texas. Further background checks must be performed by the school with the permission of vendor employee - at schools expense.

The Vendor at its own expense agrees to maintain Insurance Policies according to the following guidelines:

- State of Texas Worker's Compensation Insurance - Statutory Limits
- General Liability - \$1,000,000 (one million) Combined Single Limit per occurrence and in aggregate including: premises/operations; independent contractors; completed operations; for two (2) years following substantial completion; broad form property damage; personal injury liability.
- Automobile liability- Bodily Injury/Property Damage \$1,000,000 Combined Single Limit per person and in aggregate covering owned, non-owned, and hired vehicles.
- Umbrella Policy - \$5,000,000 Combined Single Limit per occurrence and in aggregate issued on an excess basis.

Commodities; Food Service Vendor agrees to accept commodities ordered by the School, if those commodities are available for delivery at no charge to Vendor. 100% of the commodity invoice will be credited to the school invoice monthly. The Vendor will email menus by the 25th of the month (if not sooner) for the following month's food service. All agreement terminates at the conclusion of the school year. This Agreement may also be terminated by either party with 60 days prior written notice.